

TO THE DEBTORS, THEIR ATTORNEYS AND ANY AND ALL INTERESTED PERSONS:

NOW INTO THE COURT, Creditor BEAM Concrete Construction, Inc., (“BEAM”) by and through its undersigned counsel, hereby files this notice of perfection, maintenance, and continuation of perfection of its mechanic’s lien against Debtor CORE Scientific, Inc. (“CORE”), pursuant to 11 U.S.C. section 362(b)(3) and 546(b)(2)(A) (“Notice”). In support of this Notice, BEAM represents the following:

1. BEAM is a Texas corporation, in the business of, *inter alia*, furnishing and

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (N/A); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters and service address is 210 Barton Springs Road, Suite 300, Austin, Texas 78704.

installing concrete goods and materials to construction projects, with its principal place of business at 640 Central Expressway, Melissa, TX 75454.

2. CORE entered into contracts with McCarthy Building Companies, Inc. (“McCarthy”), as original contractor to perform construction at the Core Scientific Data Center (South Site and North Site) located in the City of Denton, Denton County, Texas (“Construction Project”). McCarthy in turn entered into contracts with BEAM, as a concrete subcontractor, to furnish labor and install concrete materials for use on the Construction Project and for the improvement of certain real property leased, or reputed to be leased, by CORE (“Property”).

3. Prior to the bankruptcy petition being filed, BEAM furnished labor and materials for the Construction Project in accordance with the scope of work contained in its contracts with McCarthy.

4. The principal sum, exclusive of interest and other charges, currently due and owing to BEAM for the prepetition labor and materials provided to the Construction Project totals the sum of **\$878,306.82, of which \$181,825.30 is retainage that has been earned.**

5. On November 14, 2022, BEAM recorded its Mechanic’s Lien Affidavit against the Construction Project and Project in the total amount of \$878,306.82. A true and correct copy of the Mechanic’s Lien Affidavit recorded in Denton County Clerk’s Real Property Records as Instrument No. 157743 (“Lien”) is attached hereto as **Exhibit “A”** and incorporated herein by reference. The legal description of the Property is included in the Lien attached as **Exhibit “A”**.

6. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

The filing of a petition under section 301, 302, or 303 of this title...does not operate a stay... under subsection (a) of this section, of any act to perfect, or to maintain or continue the perfection of, an interest in property to the extent that the trustee’s rights and powers are subject to perfection under Section 546(b) of this title or to the extent that such act is accomplished within the period provide under section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

(1) The rights and powers of a trustee under sections 544, 545, and 549

of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection; or

(B) provides for the maintenance or continuation of perfection of an interest in property to be effective against an entity that acquire rights in such property before the date on which action is taken to effect such maintenance or continuation.

(2) If –

(A) a law described in paragraph (1) requires seizure of such property or commencement of an action to accomplish such perfection, or maintenance or continuation of perfection of an interest in property; and

(B) such property has not been seized or such an action has not been commenced before the date of the filing of the petition;

Such interest in such property shall be perfected, or perfection of such interest shall be maintained or continued, by giving notice within the time fixed by such law for such seizure or such commencement. 11 U.S.C. § 546(b).

7. Pursuant to §53.158 of the Texas Property Code, a lien claimant must commence an action to foreclose its lien not later than the first anniversary of the last day a claimant may file the lien affidavit. Because CORE filed its Chapter 11 petition for bankruptcy on or about December 21, 2022, it created an automatic stay of all actions, including Beam's filing suit to foreclose its Lien against CORE's leasehold interest in the Property. Thus, BEAM is prevented from commencing an action to enforce its Mechanic's Lien against CORE and its leasehold interest the Project and perfect its Mechanic's Lien under the law.

8. BEAM hereby gives this notice in lieu of the commencement of any action to perfect, maintain, or otherwise preserve its Lien pursuant to 11 U.S.C. §546(b) and Chapter 53 of the Texas Property Code, including but not limited to the filing or continuation of a lawsuit to enforce and/or foreclose the Lien, the filing of any *lis pendens* or the service of notice on the owner of the Property or upon CORE, the owner of a leasehold interest in the Construction Project and Property. By virtue of this notice and applicable law, BEAM demands adequate protection of its interests in the Construction Project and Property.

9. BEAM hereby gives notice it intends to enforce its rights under its Lien to the fullest

extent allowed under the law. This Notice shall preserve and continue to preserve any and all of BEAM's rights as to its Lien under Texas law and the Bankruptcy Code.

10. BEAM reserves the right to amend, supplement, or otherwise modify this Notice and reserves any and all rights to seek relief from the automatic stay to take any other further actions which may be necessary to perfect or maintain or continue its perfected claim of Lien against the Construction Project and Property and any of works of improvement constructed thereon, BEAM's interest in the Construction Project and CORE's leasehold interest in the Real Property, if any.

Dated: January 21, 2023

By: /s/ Misti L. Beanland  
Misti L. Beanland  
TX Bar No. 00798057  
Email: beanland@mssattorneys.com  
Matthews, Shiels, Knott, Eden,  
Davis & Beanland LLP  
8131 LBJ Freeway, Suite 700  
Dallas, TX 75251  
972.234.3400 Telephone  
Attorneys for Creditor  
BEAM Wholesale Electric Co.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was served on all counsel of record for all parties of record in this case via this Court's CM/ECF system on this 21<sup>st</sup> day of January 2023.

/s/ Misti L. Beanland  
Misti L. Beanland